

Request For Proposal for Single Space Smart Meter Solution

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CITY OF MILWAUKEE

Department of Public Works

Request for Proposals (RFP) for Single Space Smart Meter Solution

Statement of Purpose

The City of Milwaukee is seeking proposals from qualified firms, vendors, teams or contractors with demonstrated experience in providing smart parking meters for mid to large size cities. The City of Milwaukee proposes to engage the contractor for the following services:

- Deliver smart meters in accordance with agreed-upon product specifications and performance standards as defined by the City of Milwaukee.
- Deliver and support a back-end software management system as defined by the City of Milwaukee.
- Deliver, install and/or support optional services as defined by the City of Milwaukee.

This RFP includes the requirement for the purchase price of meters and potential housings, installation and/or set-up fees of equipment/technology, training, establishing secure PCI compliant credit card communication and all associated backend reporting system(s). City staff will install meter hardware with assistance from vendor as needed.

The City of Milwaukee will solely own all hardware and software systems and resulting data. All data and information is proprietary both during and after the course of the contract.

Background Information

The City of Milwaukee's Department of Public Works (DPW) manages a large parking system that includes on and off street parking operations. The City parking system currently includes; 4 parking structures, 44 parking lots (7 of which are metered) and 6,800 and growing, on-street metered parking spaces. The City of Milwaukee also manages daytime and nighttime parking permit programs.

The on and off street single space meters currently in use were procured from Duncan Solutions, now CivicSmart, housing model 90 with Eagle CK mechanisms running an Auto TRAX SS operating system. The current LUKE multi-space meters in use were procured from

Digital Payment Technology (DPT), now T2 Systems Canada Inc. and provide service for approximately half of all metered parking spaces.

Most metered parking is located in the City's downtown areas and can be in operation during various times between 6:00 a.m. to 6:00 p.m. Monday – Friday, with rates ranging from .50 per hour to \$1.80 per hour. Other business districts and university area meters can be in operation during various times 8:00 a.m. – midnight, Monday – Saturday, with rates ranging from .50 per hour to \$1.00 per hour.

The City of Milwaukee employs its own workforce to install, remove, hood, maintain and repair the parking meters and associated hardware.

The current Remote Parking Payment (RPP) technology provider is Parkmobile which accounted for 850,000+ transactions since implementation in April 2015.

Having recently transitioned from the Duncan Solutions (DS) AutoCite X-3, the current handheld ticket issuance device used by the parking enforcement officers are the G-Techna N5 Scan handhelds.

Scope of Work

The project scope shall encompass the acquisition of a single space smart meter solution to replace current on-street assets and shall include back-end programming and reporting systems. The City will also require new meter housing units. The City will select one or more firms to supply parking meter mechanisms and meter housings. The smart meters purchased will replace currently outdated and past life-cycle parking meters in the on-street environment and may or may not include replacement of spaces covered by current multi-space meters, meters in the off-street environment and/or any other spaces yet to be determined. Meter hardware is expected to be deployed in a phased approach, in a manner to be determined solely by the City. Implementation of back-end software system is expected upon installation of the first phase of meter installations. DPW Parking staff will install the meter hardware and request assistance from the vendor if needed. If not new, responding firms must identify the use of used and/or refurbished materials and/or equipment in their responses.

Estimated Schedule of Events

Release of RFP	January 19, 2017
Vendor Inquiries Due	January 23, 2017
Responses to Inquiries	January 25, 2017
Proposals Due	February 1, 2017
Product Demonstrations	As soon as practical after February 1, 2017
Trial period	Begins February 2017
Evaluation	June 2017
Contract negotiations	July 2017

Project Requirements

The City has several objectives for the implementation of this project, including the following:

- **Customer Service** – expand convenient parking technology (with high levels of security, timely payment verification and superb credit card controls), with easy to use features and functions, timely error and hardware/software alerts, able to support demand-based pricing models;
- **City Image** – provide the highest level of customer service to all residents and visitors by reducing parking complaints and gain high customer confidence in the equipment, increase patronage of downtown and entertainment district facilities and enhance the City's reputation as a great place to live, work and play;
- **Regulatory Compliance** – support consistent and accurate parking enforcement, reduce enforcement errors and improve regulatory compliance;
- **Data and Reporting** – compile, obtain and aggregate accurate, timely and meaningful management reports for analyzing parking usage and revenue data including historical reports to predict and respond appropriately with decisions for the on-street parking system; and
- **City Finances** – generate on-street revenues consistent with desired level of compliance, increase parking enforcement efficiency, and thereby strengthen the Parking Fund's performance.

Vendor Requirements

The vendor shall demonstrate proven experience and successful implementation of credit card enabled single-space smart parking meter installation in cities with a similar project scope and of similar size and demographics.

The vendor shall provide at least 3 references of successful project implementations.

The vendor shall demonstrate the ability to fully integrate with other product options such as vehicle sensors, handheld enforcement technology or mobile-payment applications, including other third party integrations.

The vendor shall agree to a trial period of up to 6 months for approximately 100 – 200 fully functional meters. The number of meters installed, installation locations, method of operation, functionalities of the meters used and evaluation method and processes will be at the full discretion of the City of Milwaukee.

Technological Requirements

Hardware

A. Single Space Meter Solution Configuration

- Technology for inventory, maintenance and remote auto-configuration purposes.
- Retrofits into existing single space meter housings.
- Supports 3G/4G LTE communications and wirelessly communicates in real-time to vendor hosted back office software system using cellular network.
- Easy to see and varied colored lights to provide visual indication of parking paid status and fault status.
- Support NFC payment options (contactless cards and smart phones) is desirable.
- Support EMV Level 1 & 2 Certified Credit Card Reader is desirable.
- Support wireless integration with vehicle detection sensors that do not require any additional wireless network other than the wireless connection of the parking meter.
- Support pushing of mobile payments to the meter display.

B. Graphic Display

- Display shall be easily readable by users and allow for customized inputs.
- Display shall be securely protected under a traditional single-space meter housing dome or similar protection integrated into the design.
- Display shall feature a readable display capable of displaying lines of text in all lighting

conditions.

- The displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.
- For increased visibility in low-light conditions, the display shall be backlit. Backlight will be enabled automatically via light sensitivity.
- Shall be able to operate without failure under weather conditions that are typical year-round to the region, including, but not limited to, humidity, snow, sleet, rain, road grime, street vibrations, and extreme temperature variations.
- Shall include a user-friendly keypad for operations.

C. Payment Options

- Shall have the ability to accept coins, credit cards, debit cards, smart cards, and pay-by-mobile-phone payments.
- Support of NFC and EMV payment options are desirable
- Shall feature advanced coin track sensors for self-calibration and detection of nonmetallic items and other foreign objects.
- The coin chute shall be easily and quickly field serviceable.

D. Card Reader

- Credit card data transmission shall meet current Payment Card Industry Security Standards Council (PCI SSC) Data Security Standards and any other payment standards or criteria.
- The Vendor shall provide evidence of PCI SSC certifications and compliance.
- Card slot shall be functional in all weather, including rain, snow, freezing temperatures, and shall not be disabled by water or other liquids.
- Have the capability of accepting all credit and debit payment card options.
- Capability of supporting NFC and EMV payment options are desirable – vendor must supply certification document.
- Card reader shall be compatible with all ISO standard magnetic-stripe card readers.
- Mechanism shall default to “Coin-Only” condition whenever card payments are unavailable and vise-versa, along with an alert/alarm.
- The time/amount the meter defaults to upon insertion and removal of a credit card shall be user-defined.

- User shall be able to increase/decrease the amount of parking time/amount being requested.
- The card reader shall be designed to be internal to the meter mechanism.

E. Power System

- Battery packs shall have a proven long-term life expectancy.
- Integrated solar power system is highly desirable.
- Rechargeable battery must have a warranty. Vendor shall specify warranty length.
- All batteries shall be easily replaceable.

F. Internal Time Keeping

- Mechanism shall include real-time clock.
- Mechanism shall be fully programmable for automatic daylight saving time change.
- Mechanism shall support automated linear and complex rate structures.

G. Inventory of Parts

- The Vendor must provide detailed list of inventory supplies and cost of each part in the bid. The list should also include the recommended number of parts the City should have in its inventory, for each part, per meter.

Software

The Vendor shall provide a comprehensive vendor hosted or cloud based back office software system. Vendor will confirm their compliance and describe their proposed solution as it relates to the following mandatory back office software requirements:

- Back office software shall be fully hosted by the Vendor with secured user access.
- Back office software will provide one common backend platform to manage, control and report on all aspects of the meters, Mobile Pay solutions and other optional components. Describe ability of system to integrate with current on-street metered system.
- Software shall provide the ability to divide parking system into defined multiple parking zones, areas or sub-areas.
- Software shall support reporting of cash box status and revenue collection reporting, alarm status and operation status listing.
- Software that supports exporting financial and activity data to spreadsheet software and external databases.

- Data shall be available 24 hours a day, 7 days a week, 365 days a year.
- Back office software shall provide for real-time alarm and status reporting for system monitoring and maintenance.
- Back office software shall provide for remote meter configuration, updates, and rate programming.
- Back office software shall provide for real-time and historical management information reporting all of which will be exportable in PDF, .xls, .csv and/or similar.
- Reporting should include pre-defined reports as well as customizable and/or users defined reporting capability and have the ability to be scheduled.
- Spatial data, such as that in a back end mapping systems shall be exportable into a shape file, geo-database or similarly ESRI compatible format for allowed use in the City's GIS system is highly desirable.
- Vendor must provide remote technology applications such as that on a Smartphone, tablet or other mobile device to provide access to maintenance functions and configurations in the field.
- Back office system shall provide a variety of exportable reports to include financial, technical, and administrative functions via a single web-portal.
 - Credit card reconciliation (daily, weekly, monthly, annually)
 - Cash collection reports (by date, time, meter/space, and collector)
 - Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street/block-face or meter/space)
 - Coin box level (% full)
 - Individual transactions (cash or credit) by meter/space
 - GPS or x/y coordinate location of meters on a map in projection that can be aligned with City data is desirable
 - Meter uptime (over time, by zone, street/block-face, and meter/space)
 - Meter paid occupancy reports
 - Accumulative totals of all cash and card transactions
 - Exception reports for units not performing as required (communications or payment faults)
 - Access to help materials, videos and user manuals shall be available on-line

Project Management and Implementation Requirements

- The Vendor shall provide a structured approach and written plan for project implementation
- The Vendor shall provide and support a comprehensive training program for all user levels including meter repairs and maintenance as well as complete hardware and all software system management, configurations and reporting.
- The Vendor shall provide the required staff, management, and supervision necessary to successfully fulfill the contract.

Ongoing Support Services Requirements

The Vendor shall describe its solution, including all fees, for the provision of ongoing system administration including, but not limited to:

- Backup and restart capabilities
- Configuration management (devices, management system, and related equipment)
- System and data security management
- Replacement devices
- Spare parts
- System upgrades and enhancements
- Customer service
- Staff training
- Product life cycle
- Warranty
- Maintenance

Optional Products and Services

The Vendor may offer any additional or related services that may complement the core Vendor Services that are the purpose of this procurement process. The Vendor should specifically address:

- Vehicle Detection Sensor Options
 - Multiple options of sensors preferred – in ground, meter pole and built into meter.
 - Wireless connection to the single space meter with no additional communications infrastructure required
- Smart Card/Token Options

- With ability to report into back office software
- Smart Cash Collection Systems
 - Automated methods of coin collection and reconciliation
- Low Lighting Situations and/or Harsh Operating Condition Solutions
 - For meters with limited access to solar power or those in overly harsh operating conditions
- Mobile Payment Applications
 - Ability to use wireless connectivity to push mobile payments to the meter
- Quote for new meter housings – complete; including type/brand of housing recommended, benefits, if they are new/used/refurbished and any other suggested customizations.
- Other features and capabilities that the Vendor wishes to provide

Proposal Plan and Trial Requirements

Proposers shall complete, sign and return all City-required forms, including the forms set forth in the “Attachments” that are applicable, and may be required to sign and return addenda materials. Proposers may attach supplemental materials (e.g., marketing brochures, product brochures, user guides and training manuals) to their proposals if they believe that such materials would be informative. A trial and evaluation component is required of all responders.

In addition to offering products and services called for in this RFP, firms may propose optional features that they believe could benefit the City. If a firm wants to offer such options, it should fully explain those options, including any costs, implementation barriers and the anticipated advantages and disadvantages for such options.

The City accepts no responsibility for any costs incurred by the proposer in either responding to the RFP, testing, oral interview/pre-proposal conference, etc. and all costs are the sole responsibility of the proposal responders.

No costs may be shifted to other City vendors at any time during the contract without the City's prior approval.

This RFP does not constitute a commitment by the City to award a contract or pay any procurement-related costs. The City reserves the right to reject any or all submittals, including those it deems non-responsive¹, waive any proposal defects or process irregularities, alter the procurement process, accept or reject any contractor or subcontractor and approve or reject any alternative or blend of alternatives. The City may select any proposal which is, in its exclusive judgment, in its best interests.

All responding proposers agree to enter into and adhere to the terms and conditions of the Parking Meter Field Trial Agreement, Appendix F. This agreement must be executed by the start of the meter trial, no later than February 1, 2017.

Proposal Format Guidelines

Proposal shall be typed and use a 12-point font size or greater. Proposals shall be tabbed to identify respective sections outlined below. Proposal responses shall be straightforward, concise and provide "layman" terminology to technical terms used. Emphasis should be concentrated on conforming to the RFP instructions and requirements. Proposal responses that appear unrealistic or are unsubstantiated in terms of technical commitment or portray a lack of understanding of the project scope and requirements may be rejected. The following proposal sections are to be included in the firm's response:

A. Contractor Cover Letter

Provide a cover letter that summarizes the key elements of the proposal. The cover letter must indicate the proposal pricing will be valid for at least 1 year. Include an authorized point of contact with email and telephone information. The letter must also acknowledge understanding and receipt of the proposal and any published addenda as well as a statement of understanding of the City of Milwaukee's open records policy. An individual authorized to bind the firm must sign the letter.

B. Background and Project Summary Section

The Background and Project summary Section should describe your understanding of the City, the project scope, requirements and priorities, the work to be done and the objectives to be accomplished and how the firm shall provide value added benefit.

¹ Submittals may be deemed unresponsive for such reasons as non-compliance with the RFP, collusion, debarment, public sector contract default, undisclosed pending law suits or an unsatisfactory performance record.

C. Methodology Section

Provide a detailed description of the hardware, software and other components proposed to be used in the scope of work. Include detailed a description of the firm's effort to achieve complete client satisfaction. Outline a project schedule, including all tasks and deliverables to be performed, duration of each task and overall timeline. Include in this section a comprehensive training plan for City staff and commitment by the firm including but not limited to:

- a) Cash collection
- b) Meter maintenance and repairs
- c) Equipment monitoring
- d) Programming of rates, parking times, and displays
- e) Report creation, generation and scheduling
- f) Exporting and collection of reports and data files
- g) System monitoring
- h) Set-up and maintenance of user accounts

D. Qualifications and Experience

Outline the firm's proven experience and qualifications as it relates to the scope of work and project requirements required in this RFP. Specifically include at least 3 references for successful projects and installations within the last 5 years – include project scope, location, service performed, costs, timeline of implementation, program elements including number of meters, outcomes achieved, client contact and references.

E. Financials, Disclosures and Potential Conflicts of Interest

Provide a statement and any supporting documentation on the firm's fiscal stability. Disclose any lawsuits the firm is presently or previously involved in the past 5 years. Specifically outline any past or present lawsuits regarding intellectual property. Also list any potential primary or secondary conflicts of interest including identification of any members of the firm that are related to an employee of the City. Failure to disclose any potential conflicts of interest will result in the proposal being rejected.

F. Fee Proposal

Include a complete cost proposal for all items listed – both required and any optional products and/or services proposed. Also include direct and indirect costs associated with services such as merchant fees, credit card processing fees etc. Although cost is a major component of the proposal, the contract will not necessarily be awarded to the lowest responsive bidder.

G. Response Documents

Include all RFP response required documents per the DPW contacts department, those applicable included herein as appendixes and any other required by law, statute or policy.

Trial Guidelines

The city will call each responsive bidder to a formal presentation where the bidder will have the opportunity to discuss and show the product proposed in the RFP and explain the various features. Once all presentations have been completed, the City will inform each bidder how many meters will be trialed, where they are to be installed and when the meter trial will conclude.

Each responsive bidder agrees to meet the requirements of the single space smart meter solution trial and evaluation process.

- A. The trial shall consist of approximately 100-200 fully functional meters installed on the streets as designated by the City of Milwaukee.
- B. Meters shall run during the trial period with any and all functionalities, configurations and systems turned on so as to evaluate the full capability of technology being proposed. Completing the meter trial with any functionality “off” or at a decreased service rate will result in a lower score.

During the trial, the bidder agrees to show, explain and fully involve select City staff how to install, maintain and repair the meters being trialed so that City staff can evaluate the entirety of the meter system proposed.

Submission Requirements

Each vendor must submit five (5) copies of its proposal—one in electronic format and four in hard copy format. Proposers must send the electronic version via email to Danielle Rodriguez, the Parking Financial Manager, at drodri@milwaukee.gov and the printed proposals by US mail to Attn: Contract Section, Department of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202. The proposals sent by regular mail shall be legibly printed in black ink; easily reproducible and enclosed in an envelope labeled **City of Milwaukee Single Space Smart Meter BID 20-1-2017** At least one of the hard copy proposals must have original signatures. Each proposal shall be organized and prepared in accord with the format described in the Proposal Format Guidelines section.

All firms must confirm interest in inclusion to the Contracts Department and to the attention of Danielle Rodriguez, DPW’s Parking Financial Manager, by email (drodri@milwaukee.gov) or regular mail (841 North Broadway, Room 501, Milwaukee, WI 53202) to have the Company’s

name and contact information added to the plan holder's list. DPW will answer any questions of general interest provided they are put in writing, and directed to by email the attention of Danielle Rodriguez, DPW's Parking Financial Manager, by email (drodri@milwaukee.gov) or regular mail (841 North Broadway, Room 501, Milwaukee, WI 53202) by the date outlined. DPW will provide written response to all questions received by way of official addenda which will be posted on the DPW contracts web page by the timeframe outline herein.

Requested information shall be furnished in compliance with the terms, conditions, provisions and specifications of the Request for Proposal. The information requested and the manner in which the submissions are organized are to enable a prompt and fair response. Accordingly, the City reserves the right to reject or declare non-responsive any response proposal in which requested material is not provided or where indirect or incomplete answers or information is furnished. Faxed or emailed proposals will not be accepted. Late proposals will not be accepted. The vendor is solely responsible for the timely delivery of all proposal material.

Reservation of City Rights

- This Request for Proposal does not constitute a binding agreement. The award of this contract is contingent on availability of funding and the project may be discontinued due to lack of available funding.
- The City of Milwaukee reserves the right, at any point of the process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives, or accept a proposal that, in the City's sole judgment, is in its best interest. The City of Milwaukee reserves the right to negotiate the Agreement or Contract with the next qualifying proposer if the terms and conditions are not agreed to within 15 days after the contract negotiation. The City reserves the right to negotiate all elements of the work in this Request for Proposal.
- The City of Milwaukee reserves the right to terminate the Agreement or Contract if the vendor fails to begin work described herein within 15 days after the City has issued the written notice to proceed.
- The City of Milwaukee reserves the right to reject proposals that create a conflict of interest.

Other Requirements

Proposers may have to complete the forms presented in the "Appendix" of this RFP, but to satisfactorily respond to this RFP, firms must obtain a full understanding of the City's needs, including which forms are applicable. The City will notify all firms which intend to submit a

proposal of any changes to the RFP or procurement process. All proposals will remain valid for a period of at least 1 year following the submission deadline, and all materials submitted shall remain the City's property. No proposal will be deemed complete and responsive unless it is submitted in accord with these guidelines. All proposal responses are subject to the City of Milwaukee's open record laws and policies.

Evaluation

The City employs a rigorous competitive process for soliciting proposals from qualified firms. Its goal is to engage a firm (or firms) with the optimum blend of capabilities, experience, technology and value for meeting the City's needs. DPW will supervise the procurement process and execute a contract with the selected firm(s). Each proposer must attain a full understanding of the City's requirements, including the procurement process, and fully comply with all terms as outlined herein.

If the City receives a large number of proposals, it may use its discretion to select a smaller number of firms for further consideration. As such, it reserves the right to employ certain minimum (threshold) criteria to identify firms that it believes, in its sole judgment, are best qualified to meet its needs and merit further consideration. Potential examples of such threshold criteria include the following:

- In good standing with the City and State of Wisconsin;
- No recent or pending lawsuits within last 3 years;
- At least 3 years of experience successfully deploying and supporting smart meter technology in at least three comparable environments (in terms of client, magnitude, programs, needs and challenges);
- Proven ability of the proposed hardware and software technology to meet the City's most vital needs;
- Commitment and capability to deliver the technology in accord with the City's schedule; and
- Commitment and capability to service, maintain and upgrade the technology platform, and increase customer satisfaction after deployment; and
- Commitment and capability to partner with other parking technologies (single/multi-space meters, online and pay by phone payment systems, enforcement systems and other city supported technologies such as online mapping components and/or enterprise GIS platforms) to support and stand up a fully integrated easy to use parking system.

DPW will form an objective Evaluation Committee to review the proposals, and evaluate and rate them in accordance with the evaluation criteria. The Evaluation Committee will also oversee the evaluation process, scoring and results of the meter trials. The trial phase will include a formal presentation, for which the City may require finalists to demonstrate their technologies at no cost to the City. The Evaluation Committee, which reserves the option to recommend firms for final consideration, will recommend the firm(s) with which to negotiate a contract. DPW will then negotiate a contract with the top-ranked proposer(s). If DPW is unable to execute a contract with the top-ranked proposer(s), it may negotiate a contract (or contracts) with the next highest-ranking proposer(s). While the City believes that a single provider solution will be in the best interest of its customers, it will consider a multiple provider solution if it is determined that such a competition would positively impact adoption rates without impairing the City's ability to use a single brand and attain effective system integration.

Evaluation Criteria

The selected firm(s) must demonstrate the ability to serve the City's best interests. In making this determination, the City will employ the evaluation factors and weights below when scoring the written RFP responses: Criteria	Related Factors	Points
Technological Requirements		20
<i>Hardware</i>	<i>Display, configuration ability, expected product life cycle, battery life</i>	(10)
<i>Software</i>	<i>End user configuration, reports, GIS,</i>	(10)
Project and Implementation Plan	Meet deadlines, attentive to details, responsive	10
Ongoing Support Services	Response time, service, training	10
Optional Products or Services		5
Experience and References	Total number of clients, project, meters, reference	5
Trial	Results of trial period	25
Price	Purchase price of hardware	25
Additional Points	LBE Local Business Enterprise qualification 5%	5-10

	LBE/SBE Local Business Enterprise & Small Business Enterprise qualifications 10%	
Total Possible		110

The City will evaluate submittals more favorably (i.e., assign more points) based on the extent to which they meet these factors. For instance, in ranking the proposals it receives, the City will award more points as follows:

Technological Requirement (20) – Easy to read display in all lighting conditions, ability to display complex messages, long-life battery, extended life of hardware, independent end user configuration and management ability, out-of-box and configurable exportable reports, GIS compatible (export/import), user interface

Project and Implementation Plan (10) – Ability to meet timelines and project plan as outlined, product availability as needed, attentive to details and requests of customer

Ongoing Support Services (10) – Quick response time to needs and requests, strong customer support and training plan

Optional Products or Services (5) – creativity of optional services based on city parking vision and service excellence, proactive approach to technology changes

Experience and References (5) – Proven implementation, above average reference ratings

Trial (25) – results of trial

Price (25) – total cost for hardware, cost effectiveness, warranty length and coverage, low additional fee costs

Additional Points (5 or 10) – Certified local business enterprise (LBE)²

² Effective **January 1, 2017** If a local business enterprise is also certified as a small business enterprise under s. 370-25, the award standards set forth shall be 10%

The City will employ the following evaluation criteria when evaluating the meter trial. Meters in the trial will be evaluated on the following metrics and scored based on the criteria as follows:

Criteria	Related Factors	Advantage
Installation & Implementation Plan	Preparation required Additional parts Back-end set up Company support	10
Customer Service to the City	Responsiveness to City requirements and needs	10
Back-end Software/Reporting	System security User interface, ease of use, intuitive Reporting and reports generated	10
Interoperability	Current handhelds Current mobile payment system	10
Design and Durability	Wear and tear Streetscape aesthetics	10
Functionality	Screen readability Operability	10
Customer Experience and feedback	Resident, business, BID etc. feedback	10
Collections	Ease Time	10
Maintenance & Repairs	Ease of replacing of parts Ability of staff to perform maintenance and repairs Maintenance Schedule Life of parts/durability	10
Tech Metrics	Battery life Coin jams Reported vs non-reported alarms False alarms Tech menu efficiency	10
Total Possible		100

Award Process and Contract Negotiations

The City shall notify the winning bidder in writing and will then begin contractor negotiations.

The winning bidder agrees to negotiate with the City of Milwaukee within 15 business days and to enter into a binding contract that is substantially similar to the trial contract in Appendix F. The City may terminate negotiations with the contractor initially selected and commence negotiation with the next highest ranked responder if the initially selected contractor fails to negotiate within

the 15 days outlined for negotiations. Failure to negotiate may mean failure to negotiate in good faith, indication the bidder cannot perform the contract within the budget available for the project, or if after a good faith effort, the City and the contractor simply cannot agree to terms and conditions.

APPENDIX A – Insurance Requirements

Insurance Requirements

A. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.

All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Contract.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A-VIII or better.

All policies shall be written on an occurrence form, other than professional liability as noted below.

If subcontractors are used, each must meet all requirements in sections A and B.

B. The minimum insurance requirements are as follows:

1. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underling insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

2. Commercial General Liability

Commercial General Liability \$1,000,000 each occurrence

General Aggregate \$2,000,000 aggregate

Personal & Advertising Injury Limit \$1,000,000 each occurrence

Products - Completed Operations Aggregate \$2,000,000 aggregate

Medical Expense \$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.

- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

3. Auto Liability

Combined Single Limit \$1,000,000 each accident

Medical Expense \$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The City of Milwaukee shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

4. Umbrella (Excess) Liability

Umbrella (excess) Liability \$5,000,000 per occurrence \$5,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

5. Crime Insurance

Employee Dishonesty \$500,000 per loss

- The Crime Insurance shall provide coverage for Third Party Employee Dishonesty.

6. Professional Liability

Combined Single Limit \$1,000,000 each accident

- Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.
- If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

7. Cyber Insurance

Cyber Insurance \$1,000,000 each incident

- Coverage shall include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability.
- The City of Milwaukee shall be added as an additional insured.

APPENDIX B – Anti-Slavery Affidavit



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

Affidavit of Compliance

Disclosure of Participation in or Profits Derived from Slavery by Contractors

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. Effective May 31, 2014, **only Contractors whose company was established during the slavery era, shall complete this Affidavit** prior to entering into a contract.

Please check one:

☐ This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and **have found no such records**.

☐ This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am **disclosing the findings below**.

Findings being disclosed (please attach additional pages, if necessary):

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

Authorized Signature: _____

Printed Name: _____ Date: _____

Subscribed to before me on this _____ day of _____, 20____, at

_____ County, _____ State.

Notary Public Signature

Printed Name
My commission
expires: _____

(SEAL)

APPENDIX C – Non-Collusion

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes
and says that:

(1) He is _____
of _____
(owner, partner, officer, representative, or agent)

_____, the Bidder that has
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees,
or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed,
directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection
with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection
with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other Bidder, firm, or person to fix the price or prices in the
attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the
Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against the Commissioner of Public Works or any person interested in the
proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Check One)

Signature of :

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

APPENDIX D – Designation of Confidential and Proprietary Information Form

Designation of Confidential and Proprietary Information Form

Material submitted in response to the City of Milwaukee's Request for Proposal for Single Space Smart Meters includes information that we have determined is proprietary, confidential and for information which qualifies as a trade secret*, as provided in Wis. Stat. Section 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. Wis. Stat. §§ 19.31-39.

As such, the proposer asks that certain pages, or sections of pages, as indicated below, of this proposal be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to ***The City of Milwaukee Department of Public Works*** under a pledge of confidentiality. I would not have submitted this information had the City of Milwaukee not pledged to keep it confidential** and request that the following pages not be release:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*Trade secret is defined in Section 134.90(1) (c), Wisconsin Statutes, as follows:

“Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

**NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.

IF THE City of Milwaukee AGREES WITH PROPOSER’S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying to the public. The City of Milwaukee considers other markings as confidential in the proposal document to be insufficient.

Signature (Authorized Representative)

Telephone Number

Name (Please print)

Company Name

Title

Date

NOTE: The City of Milwaukee as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

APPENDIX E – Local Business Enterprise (LBE) Program Affidavit of Compliance



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE

IMPORTANT: This form must be submitted with your bid to be considered for LBE status.

Bid/RFP #:

Company
Name:

Address:

City, State, Zip

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies all of the following criteria:

1. Operates a business, or owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not operate another business, or own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. Has been doing business in the City of Milwaukee for at least one (1) year.
5. The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. The business will perform at least 10% of the monetary value of the work required under the contract.

IMPORTANT: Is your business certified as a Small Business Enterprise (SBE) with the City of Milwaukee?

Please Select: ____ Yes or ____ No

NOTE: If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and their addresses on the "Business Property Location" form.

SITE VISITS: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized
Signature:

Printed Name:

Date:

NOTARIZATION

Subscribed to before me on this _____ day of _____ in
the year _____, at _____ County,
_____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____ My commission expires:

APPENDIX F – Parking Meter Field Trial Agreement

CONTRACT NO. C

**PARKING METER FIELD TRIAL AGREEMENT
BETWEEN
THE CITY OF MILWAUKEE
AND
[PROPOSER NAME]**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin acting through its _____ (the "City"), and [PROPOSER NAME], a corporation organized under the laws of the State of Wisconsin (the "Proposer").

WHEREAS, the City issued a Request for Proposals (the "RFP") on [date] requesting proposals for single space smart meters;

WHEREAS, by submitting a proposal, Proposer agree to perform a trial of their single space smart meters for a field test in the City;

WHEREAS, the Proposer represents itself as being capable, experienced, and qualified to undertake and perform those certain services and other terms as set forth in the RFP and the this Agreement as an independent contractor and not as an employee of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, including the right to be scored on the trial and remain in the RFP process through the final scoring of the trial, the City and the Proposer promise and agree as follows:

**ARTICLE I
Retention of Services**

1.1 The City hereby agrees to engage the Proposer and the Proposer hereby agrees to personally perform, as an independent contractor and not as an employee of the City, the services set forth in the Agreement, all in accordance with the terms and conditions herein. The Agreement is comprised of the following documents, which shall be collectively referred to as the "Agreement":

1. This contract no. _____
2. Exhibit I: Request for Proposal
3. Exhibit II: [PROPOSER]'s Proposal

1.2 For purposes of contract interpretation, in case of any ambiguity, any conflicting terms shall be governed by the document which is listed as the higher priority in the above list of documents, which are listed from highest priority to lowest priority.

ARTICLE II

Term of Agreement and Early Termination

2.1 Term of Agreement. The term of this Agreement shall commence on [REDACTED], and shall end [REDACTED].

2.2 Changes. The City may authorize changes in the Agreement. Such changes, including any increase or decrease in the contracted scope of services and/or completion date which are mutually agreed upon by and between the City and Proposer, shall be incorporated in written amendments to the Agreement. No changes to this Agreement shall be valid unless incorporated as a written, mutually agreed amendment thereto.

2.3 Termination for Cause. If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Proposer shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Proposer of such termination and specifying the effective date, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services performed by the Proposer under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Proposer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Proposer.

2.4 Termination for Convenience. The City may terminate this Agreement at any time and for any reason by giving written notice to the Proposer of such termination and specifying the effective date, at least seven days before the effective date of such termination. If this Agreement is terminated by the City for convenience, Proposer's meters shall be scored based on the time they were active before termination.

ARTICLE III

Obligations of Proposer

3.1 Scope. The Proposer is required to perform, do and carryout in a satisfactory, timely, and professional manner the trial services set forth in the "Trial Guidelines" and "Proposal Plan and Trial Requirements" sections of Exhibit I to the Agreement, in accordance with the "Technological Requirements," "Software," "Project Management and Implementation Requirements," "Ongoing Support Services Requirements" of Exhibit I. The Proposer is required to furnish all services and labor necessary as indicated in the Agreement, including without limitation, materials, equipment, supplies, and incidentals.

3.2 Errors or Omissions. The Proposer shall be responsible and liable for the accuracy of the services performed under this Agreement, and shall promptly make necessary revision or corrections to its services resulting from its negligent acts, its errors or its omissions.

3.3 Standard of Performance. Proposer agrees that the performance of the services, pursuant to the terms, conditions and agreements of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently operating under similar circumstances providing like services. Proposer agrees to abide by all applicable federal, state and local laws, regulations, and ordinances, and all provisions of this Agreement, including, but not limited to, the Americans With Disabilities Act.

- a. Permits. Proposer must comply with normal and applicable City permitting procedures.
- b.

ARTICLE IV **Obligations of City**

City shall be responsible for providing the following:

4.1 Provide all required information regarding credit card processing and SSPM configuration to Proposer in order to install the meters. The City will not require any third party gateway, however, the City will be required to pay for all services associated with the merchant account, including account management fees, interchange, and processing fees.

4.2 Supervise and be present with Proposer during the installation and removal of the meters and other optional equipment.

4.3 Perform first line meter maintenance, including clearing of coin jams, card reader jams, and the like.

4.4 Actively communicate significant issues to Proposer, in order for Proposer to respond appropriately to reach a resolution.

4.5 Permits. The City will assume or waive the cost of any permits required in the performance of this Agreement. The City does not guarantee that permits will be issued. Proposer must comply with normal and applicable City permitting procedures.

ARTICLE V **Compensation and Terms of Payment**

5.1 Compensation. Compensation for the services provided by Proposer pursuant to this Agreement shall be Proposer's right to be scored on the trial and remain in the RFP process through the final scoring of the trial.

5.2 Not to Exceed.

[FEE STRUCTURE TO BE INCLUDED FOR FEES SIMILAR TO THE FOLLOWING: credit card processor set-up fees, transaction fees, secure wireless transaction fees, web-based management system fees, wireless data fees]

5.3 Invoicing and Payments for Fees. Payments to the Proposer for fees pursuant to section 5.2 of this Agreement will be submitted to City by Proposer via itemized invoices no more than monthly after the field trial begins. Invoices shall be reviewed and approved by the Commissioner or his designee.

5.4 Prompt Payment Policy. It is City's policy to pay all invoices within 30 days. If City does not make payment within 45 days after receipt of properly completed supporting invoices and other required documentation, City shall pay simple interest beginning with the 31st calendar day at the rate of 1% per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor in accordance with the notice provisions in the Agreement). If there are subcontractors, consistent with §66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within 7 days of the contractor's receipt of payment from the City of Milwaukee, or 7 days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12% per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

5.5 Additional Fringe or Employee Benefits. The Proposer shall be an independent contractor, and shall not receive nor be eligible for any fringe benefits or any other benefits to which City employees are entitled to or are receiving.

5.6 Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Proposer receiving any payment under this Agreement shall be the sole responsibility of the Proposer.

5.7 Withholding of Salaries. If, in the performance of this Agreement, there is an underpayment of salaries by the Proposer or by any subcontractor thereunder, the City shall withhold from the Proposer out of any payments due to it an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Proposer or subcontractor, if any, to the respective employees to whom they are due.

ARTICLE VI

Personnel, Qualifications, Subcontracting

6.1 Required Personnel. The Proposer represents that it has or will secure at its own expense all personnel required to perform the services set forth in the Agreement. These personnel shall not be employees of or have any contractual relationship to the City.

6.2 Fully Qualified. The Proposer represents that all personnel engaged in the performance of the services set forth in the Agreement Documents shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

6.3 Subcontracting. None of the services to be performed under the Agreement shall be subcontracted without the prior written approval of the City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. The Proposer shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

ARTICLE VII

Indemnification and Defense of Suits

7.1 Indemnification. In case any action in court, claim, or proceeding before an administrative agency is brought against the City or any of its officers, agents, or employees for the failure, omission, or neglect of the Proposer, in whole or in part, to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused by the negligence, wrongful and/or intentional acts of the Proposer, its officer, agents and employees, the Proposer shall defend, indemnify, and save harmless the City and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

7.2 Defense of Suits. The City shall tender the defense of any claim or action at law or in equity to the Proposer or the Proposer's insurer, and upon such tender, it shall be the duty of the Proposer or the Proposer's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees. The Proposer shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom. Nothing in this Article shall be construed to impose liability on the Proposer for the negligence of the City, or of its officers, agents, or employees in the performance of this Agreement.

ARTICLE VIII

Insurance

8.1 Proposer's Insurance. The Proposer shall be solely responsible to meet the Proposer's insurance needs as required by the City, and as set forth in the Exhibit I, during the term of this Agreement or any extension thereof. A Certificate of Insurance shall be provided to the City as evidence thereof naming the City as an additional insured as specified in Exhibit I, and providing for a 30 day notice to the City prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

8.2 Subcontractor's Insurance. The Proposer is fully liable to the City for the acts of its subcontractors, if any. Proposer must ensure that its subcontractors, if any, maintain the same minimum insurance limits as those Proposer is obligated to maintain, as set forth in Exhibit I.

ARTICLE IX

Conflicts of Interest

9.1 The City - Governing Body. No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the Governing Body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

9.2 Proposer. The Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Proposer further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the Proposer or its employee must be disclosed to the City.

ARTICLE X

Non-Discrimination and Equal Employment

10.1 Discrimination. The Proposer agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

10.2 Subcontracts. The Proposer shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

ARTICLE XI
Addresses and Notices

11.1 Unless otherwise provided in the Agreement Documents, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice"), herein provided or permitted to be given, made or accepted by one party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postage paid and certified and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any other manner should be effective only if and when received by the party to be notified. For the purpose of notice, the address of the parties shall be as follows:

If to the City, to:	Department of Public Works City of Milwaukee Attention: Danielle Rodriquez Frank P. Zeidler Municipal Building 841 North Broadway, Room 501 Milwaukee, WI 53202
---------------------	--

If to the Proposer, to: [Proposer's info]

ARTICLE XII
Records, Audits, Confidentiality

12.1 Access to Records. The Proposer shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, papers, or any records of the Proposer which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

12.2 Establishment and Maintenance of Records / Public Records Law. Both parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Expert acknowledges that it is obligated to assist City in retaining and producing records that are subject to the Wisconsin Public Records Law (which include, but are not limited to, those records of Proposer generated as a consequence of this Agreement), that the failure to do so shall constitute a material breach of this Agreement, and that Proposer must defend and hold City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of 7 years after receipt of final payment under this Agreement.

ARTICLE XIII

Small Business Enterprise (SBE) Program

13.1 Forms and Reports. The Proposer shall prepare and submit accurate and timely SBE utilization forms and reports to the City. The reports shall include, but not be limited to, Project Participation (SBE Form A), Monthly Utilization (SBE Form D), and SBE Subcontractor Payment Certification (Form E) forms as directed. Failure to submit the required forms and reports to the City may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final SBE Utilization Reports and SBE Subcontractor Payment Certification forms are on file with the City.

13.2 Compliance Reviews. During the performance of this Agreement, the Commissioner reserves the right to conduct compliance reviews. If the Proposer is not in compliance with the specifications, the Commissioner will notify the Proposer in writing of the corrective action that will bring the Proposer into compliance. If the Proposer fails or refuses to take corrective action as directed, the Commissioner may take one or more of the following actions: (i) Terminate or cancel this Agreement, in whole or in part; (ii) Remove the Proposer from the list of qualified firms and refuse to accept future proposals for a period not to exceed three years; or (iii) Impose other appropriate sanctions.

ARTICLE XIV

Ownership/Use of Equipment

14.1 Ownership of Equipment. All equipment provided by Proposer shall remain Proposer's property unless the City enters into a separate agreement with Proposer for the purchase of some or all of the equipment, which the City is under no obligation to do. All equipment provided shall be used only for the purpose outlined in this Agreement and evaluation by the City, and the City shall not license, sell, dispose, or transfer the equipment to any other third party without the Proposer's written consent.

14.2 Intellectual Property. City acknowledges that the equipment provided by Proposer may contain intellectual property, copyrights, and/or trade secrets that do not exist in the public domain. The City agrees that it will not knowingly agree, assist, or sell any equipment or knowingly allow any third party to gain access to equipment, software, or documentation provided by Proposer for the purpose of reverse engineering or evaluation without prior written consent of Proposer, or, in the case of a public records request, prior notice to Proposer.

14.3 Damage to Equipment. Neither the City, nor any of its employees or agents, shall have any liability for any damage to the equipment provided by Proposer, growing out of, relating to, or arising out of the City's use of the equipment or any damage to the equipment caused by any third party during the term of this Agreement or after the expiration of this Agreement unless the equipment is transferred to the City under a separate purchase agreement.

ARTICLE XV
Additional Provisions

15.1 Data confidential. Except as otherwise provided in this Agreement and subject to the City's obligations under the Wisconsin Public Records Law, the parties agree to keep all of the reports, information, data etc. prepared, assembled, or shared by and among the parties to this Agreement confidential to the same extent as each party keeps its own data confidential and agrees not to release same except as required by law without prior written consent of the other party.

15.2 Captions. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience, but shall never be considered or given any effect in construing this Agreement or the duties, obligations or liabilities of the respective parties hereto, or in ascertaining intent if any questions of intent should arise.

15.3 Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

15.4 Entire Agreement. This Agreement, and the Exhibits attached hereto, constitute the entire agreement between the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement shall serve as the complete and exclusive statement of their agreement together.

15.5 No Additional Waiver Implied. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performances shall continue in full force and effect.

15.6 Amendment. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

15.7 Applicable Law and Venue. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the City of Milwaukee: for matters arising under state law, in Milwaukee County Circuit Court, and in Federal District Court for the Eastern District of Wisconsin for matters arising under federal jurisdiction.

15.8 Independent Contractor. In performing its obligations under this Agreement, the Proposer shall act as an independent contractor solely for its own account and not as an agent, representative, or employee of the City.

15.9 Assignment. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The employment by the City of the Proposer to perform the services set forth in this Agreement is a personal contract and the Proposer shall not assign, sublet or transfer the Proposer's interest or obligations under the provisions of this Agreement without the prior written consent of the City. Provided, however, that claims for money due or to become due the Proposer from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notices of any such assignment or transfer shall be furnished promptly to the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

15.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year set forth above.

[PROPOSER]

By: _____

Its: _____

CITY OF MILWAUKEE

By: _____

Date: _____

Countersigned by:

CITY COMPTROLLER

Martin Matson Date

CITY ATTORNEY

Examined and approved as to content
This ____ day of _____, 2016

Assistant City Attorney

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